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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

15 AIDA MANUKIAN, an Individual  
16 Plaintiff,  
17

19 BBC HOLDINGS, LLC dba BARRY'S BOOT  
CAMP; DOE GYM FACILITY 1-9 DOE GYM  
20 EMPLOYEES 10-19; DOE GYM  
MAINTENANCE 20-29; DOE TREADMILL  
21 REPAIR COMPANY 30-39; WOODWAY  
USA, INC.; DOE TREADMILL DESIGNERS/  
22 MANUFACTURERS/DISTRIBUTORS 40-49;  
DOE TREADMILL RETAILERS 50-59; DOES  
23 60-100, INCLUSIVE

**Defendants.**

Case No. 2-23-cv-09606-ODW-MAA  
District Judge: Otis D. Wright, II  
Magistrate Judge: Maria A. Audero

## **STIPULATED PROTECTIVE ORDER**

Complaint Served: 10/5/2023  
Notice of Removal Filed: 11/13/23  
Trial Date: 03/18/2025

1       **1. TO THE COURT, CLERK AND ALL COUNSEL OF RECORD:**

2           **a. PURPOSES AND LIMITATIONS:**

3           Discovery in this action is likely to involve production of confidential, proprietary, or  
4 private information for which special protection from public disclosure and from use for any  
5 purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby  
6 stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties  
7 acknowledge that this Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends only to the  
9 limited information or items that are entitled to confidential treatment under the applicable legal  
10 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
11 Protective Order does not entitle them to file confidential information under seal; Civil Local Rule  
12 79-5 sets forth the procedures that must be followed and the standards that will be applied when a  
13 party seeks permission from the court to file material under seal.

14           **b. GOOD CAUSE STATEMENT:**

15           This action is likely to involve trade secrets, customer and pricing lists and other valuable  
16 research, design, development, commercial, financial, technical and/or proprietary information for  
17 which special protection from public disclosure and from use for any purpose other than  
18 prosecution of this action is warranted. Such confidential and proprietary materials and information  
19 consist of, among other things, confidential business or financial information, information regarding  
20 confidential business practices, or other confidential research, development, or commercial  
21 information (including information implicating privacy rights of third parties), information  
22 otherwise generally unavailable to the public, or which may be privileged or otherwise protected  
23 from disclosure under state or federal statutes, court rules, case decisions, or common law.  
24 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over  
25 confidentiality of discovery materials, to adequately protect information the parties are entitled to  
26 keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material  
27 in preparation for and in the conduct of trial, to address their handling at the end of the litigation,  
28

1 and serve the ends of justice, a protective order for such information is justified in this matter. It is  
2 the intent of the parties that information will not be designated as confidential for tactical reasons  
3 and that nothing be so designated without a good faith belief that it has been maintained in a  
4 confidential, non-public manner, and there is good cause why it should not be part of the public  
5 record of this case.

6       2. DEFINITIONS

- 7           a. Action: this pending federal lawsuit.
- 8           b. Challenging Party: a Party or Non-Party that challenges the designation of  
9                   information or items under this Order.
- 10          c. “CONFIDENTIAL” Information or Items: information (regardless of how it is  
11                   generated, stored or maintained) or tangible things that qualify for protection under  
12                   Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
13                   Statement.
- 14          d. Counsel: Outside Counsel of Record and House Counsel (as well as their support  
15                   staff).
- 16          e. Designating Party: a Party or Non-Party that designates information or items that it  
17                   produces in disclosures or in responses to discovery as “CONFIDENTIAL.”
- 18          f. Disclosure or Discovery Material: all items or information, regardless of the medium  
19                   or manner in which it is generated, stored, or maintained (including, among other  
20                   things, testimony, transcripts, and tangible things), that are produced or generated in  
21                   disclosures or responses to discovery in this matter.
- 22          g. Expert: a person with specialized knowledge or experience in a matter pertinent to  
23                   the litigation who has been retained by a Party or its counsel to serve as an expert  
24                   witness or as a consultant in this Action.
- 25          h. House Counsel: attorneys who are employees of a party to this Action. House  
26                   Counsel does not include Outside Counsel of Record or any other outside counsel.

27        ///

- 1        i. Non-Party: any natural person, partnership, corporation, association, or other legal  
2                      entity named as a Party to this action.
- 3        j. Outside Counsel of Record: attorneys who are not employees of a party to this  
4                      Action but are retained to represent or advise a party to this Action and have  
5                      appeared in this Action on behalf of that party or are affiliated with a law firm which  
6                      has appeared on behalf of that party and includes support staff.
- 7        k. Party: any party to this Action, including all of its officers, directors, employees,  
8                      consultants, retained experts, and Outside Counsel of Record (and their support  
9                      staffs).
- 10      l. Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
11                      Material in this Action.
- 12      m. Professional Vendors: persons or entities that provide litigation support services  
13                      (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,  
14                      and organizing, storing, or retrieving data in any form or medium) and their  
15                      employees and subcontractors.
- 16      n. Protected Material: any Disclosure or Discovery Material that is designated as  
17                      “CONFIDENTIAL.”
- 18      o. Receiving Party: a Party that receives Disclosure or Discovery Material from a  
19                      Producing Party.

20      3. SCOPE

21      The protections conferred by this Stipulation and Order cover not only Protected Material (as  
22      defined above), but also (1) any information copied or extracted from Protected Material; (2) all  
23      copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
24      conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

25      Any use of Protected Material at trial shall be governed by the orders of the trial judge. This  
26      Order does not govern the use of Protected Material at trial.

27      ///

#### **4. DURATION**

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

## 5. DESIGNATING PROTECTED MATERIAL

a. Exercise of Restraint and Care in Designating Material for Protection.

10        Each Party or Non-Party that designates information or items for protection under this Order  
11      must take care to limit any such designation to specific material that qualifies under the appropriate  
12     standards. The Designating Party must designate for protection only those parts of material,  
13     documents, items, or oral or written communications that qualify so that other portions of the  
14     material, documents, items, or communications for which protection is not warranted are not swept  
15     unjustifiably within the ambit of this Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
17 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
18 encumber the case development process or to impose unnecessary expenses and burdens on other  
19 parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

**b. Manner and Timing of Designations.**

24 Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a)  
25 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
26 protection under this Order must be clearly so designated before the material is disclosed or  
27 produced.

1 Designation in conformity with this Order requires:

2           i. For information in documentary form (e.g., paper or electronic documents,  
3           but excluding transcripts of depositions or other pretrial or trial proceedings),  
4           that the Producing Party affix at a minimum, the legend “CONFIDENTIAL”  
5           (hereinafter “CONFIDENTIAL legend”), to each page that contains protected  
6           material. If only a portion or portions of the material on a page qualifies for  
7           protection, the Producing Party also must clearly identify the protected  
8           portion(s) (e.g., by making appropriate markings in the margins). A Party or  
9           Non-Party that makes original documents available for inspection need not  
10          designate them for protection until after the inspecting Party has indicated  
11          which documents it would like copied and produced. During the inspection  
12          and before the designation, all of the material made available for inspection  
13          shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
14          identified the documents it wants copied and produced, the Producing Party  
15          must determine which documents, or portions thereof, qualify for protection  
16          under this Order. Then, before producing the specified documents, the  
17          Producing Party must affix the “CONFIDENTIAL legend” to each page that  
18          contains Protected Material. If only a portion or portions of the material on a  
19          page qualifies for protection, the Producing Party also must clearly identify  
20          the protected portion(s) (e.g., by making appropriate markings in the  
21          margins).

22           ii. for testimony given in depositions that the Designating Party identify the  
23          Disclosure or Discovery Material on the record, before the close of the  
24          deposition all protected testimony.

25           iii. for information produced in some form other than documentary and for any  
26          other tangible items, that the Producing Party affix in a prominent place on  
27          the exterior of the container or containers in which the information is stored

1 the legend "CONFIDENTIAL." If only a portion or portions of the  
2 information warrants protection, the Producing Party, to the extent  
3 practicable, shall identify the protected portion(s).

c. Inadvertent Failures to Designate.

If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

- 10 a. Timing of Challenges. Any Party or Non-Party may challenge a designation of  
11 confidentiality at any time that is consistent with the Court’s Scheduling Order.  
12 b. Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
13 under Local Rule 37.1 et seq.  
14 c. The burden of persuasion in any such challenge proceeding shall be on the  
15 Designating Party. Frivolous challenges, and those made for an improper purpose  
16 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
17 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
18 or withdrawn the confidentiality designation, all parties shall continue to afford the  
19 material in question the level of protection to which it is entitled under the Producing  
20 Party’s designation until the Court rules on the challenge.

## **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

a. Basic Principles.

23 A Receiving Party may use Protected Material that is disclosed or produced by another Party  
24 or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to  
25 settle this Action. Such Protected Material may be disclosed only to the categories of persons and  
26 under the conditions described in this Order. When the Action has been terminated, a Receiving  
27 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a location and in a  
2 secure manner that ensures that access is limited to the persons authorized under this Order.

3 b. Disclosure of “CONFIDENTIAL” Information or Items.

4 Unless otherwise ordered by the court or permitted in writing by the Designating Party, a  
5 Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

- 6 i. the Receiving Party’s Outside Counsel of Record in this Action, as well as  
7 employees of said Outside Counsel of Record to whom it is reasonably  
8 necessary to disclose the information for this Action;
- 9 ii. the officers, directors, and employees (including House Counsel) of the  
10 Receiving Party to whom disclosure is reasonably necessary for this Action;
- 11 iii. Experts (as defined in this Order) of the Receiving Party to whom disclosure  
12 is reasonably necessary for this Action and who have signed the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 14 iv. The court and its personnel;
- 15 v. Court reporters and their staff;
- 16 vi. professional jury or trial consultants, mock jurors, and Professional Vendors  
17 to whom disclosure is reasonably necessary for this Action and who have  
18 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 19 vii. the author or recipient of a document containing the information or a  
20 custodian or other person who otherwise possessed or knew the information;
- 21 viii. during their depositions, witnesses ,and attorneys for witnesses, in the Action  
22 to whom disclosure is reasonably necessary provided: (1) the deposing party  
23 requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
24 they will not be permitted to keep any confidential information unless they  
25 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
26 otherwise agreed by the Designating Party or ordered by the court. Pages of  
27 transcribed deposition testimony or exhibits to depositions that reveal  
28



1                   Protected Material may be separately bound by the court reporter and may  
2                   not be disclosed to anyone except as permitted under this Stipulated  
3                   Protective Order; and

4                   ix. any mediator or settlement officer, and their supporting personnel, mutually  
5                   agreed upon by any of the parties engaged in settlement discussions.

6                   8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**  
7                   **LITIGATION:**

8                   If a Party is served with a subpoena or a court order issued in other litigation that compels  
9                   disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party  
10                  must:

- 11                  a. promptly notify in writing the Designating Party. Such notification shall include a  
12                   copy of the subpoena or court order;
- 13                  b. promptly notify in writing the party who caused the subpoena or order to issue in the  
14                   other litigation that some or all of the material covered by the subpoena or order is  
15                   subject to this Protective Order. Such notification shall include a copy of this  
16                   Stipulated Protective Order; and
- 17                  c. cooperate with respect to all reasonable procedures sought to be pursued by the  
18                   Designating Party whose Protected Material may be affected. If the Designating  
19                   Party timely seeks a protective order, the Party served with the subpoena or court  
20                   order shall not produce any information designated in this action as  
21                   “CONFIDENTIAL” before a determination by the court from which the subpoena or  
22                   order issued, unless the Party has obtained the Designating Party’s permission. The  
23                   Designating Party shall bear the burden and expense of seeking protection in that  
24                   court of its confidential material and nothing in these provisions should be construed  
25                   as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
26                   directive from another court.

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1       9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
2       LITIGATION

- 3           a. The terms of this Order are applicable to information produced by a Non-Party in  
4           this Action and designated as "CONFIDENTIAL." Such information produced by  
5           Non-Parties in connection with this litigation is protected by the remedies and relief  
6           provided by this Order. Nothing in these provisions should be construed as  
7           prohibiting a Non-Party from seeking additional protections.
- 8           b. In the event that a Party is required, by a valid discovery request, to produce a Non-  
9           Party's confidential information in its possession, and the Party is subject to an  
10          agreement with the Non-Party not to produce the Non-Party's confidential  
11          information, then the Party shall:
- 12              i. promptly notify in writing the Requesting Party and the Non-Party that some  
13              or all of the information requested is subject to a confidentiality agreement  
14              with a Non-Party;
- 15              ii. promptly provide the Non-Party with a copy of the Stipulated Protective  
16              Order in this Action, the relevant discovery request(s), and a reasonably  
17              specific description of the information requested; and
- 18              iii. make the information requested available for inspection by the Non-Party, if  
19              requested.
- 20           c. If the Non-Party fails to seek a protective order from this court within 14 days of  
21           receiving the notice and accompanying information, the Receiving Party may  
22           produce the Non-Party's confidential information responsive to the discovery  
23           request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
24           not produce any information in its possession or control that is subject to the  
25           confidentiality agreement with the Non-Party before a determination by the court.  
26           Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
27           of seeking protection in this court of its Protected Material.



1       10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2       If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
3 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,  
4 the Receiving Party must immediately (a) notify in writing the Designating Party of the  
5 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected  
6 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the  
7 terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and  
8 Agreement to Be Bound" that is attached hereto as Exhibit A.

9       11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
10 MATERIAL

11       When a Producing Party gives notice to Receiving Parties that certain inadvertently produced  
12 material is subject to a claim of privilege or other protection, the obligations of the Receiving  
13 Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not  
14 intended to modify whatever procedure may be established in an e-discovery order that provides for  
15 production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e),  
16 insofar as the parties reach an agreement on the effect of disclosure of a communication or  
17 information covered by the attorney-client privilege or work product protection, the parties may  
18 incorporate their agreement in the stipulated protective order submitted to the court.

19       12. MISCELLANEOUS

- 20           a. Right to Further Relief. Nothing in this Order abridges the right of any person to  
21           seek its modification by the Court in the future.
- 22           b. Right to Assert Other Objections. By stipulating to the entry of this Protective Order  
23           no Party waives any right it otherwise would have to object to disclosing or  
24           producing any information or item on any ground not addressed in this Stipulated  
25           Protective Order. Similarly, no Party waives any right to object on any ground to use  
26           in evidence of any of the material covered by this Protective Order.

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1                   c. Filing Protected Material. A Party that seeks to file under seal any Protected Material  
2                   must comply with Civil Local Rule 79-5. Protected Material may only be filed under  
3                   seal pursuant to a court order authorizing the sealing of the specific Protected  
4                   Material at issue. If a Party's request to file Protected Material under seal is denied  
5                   by the court, then the Receiving Party may file the information in the public record  
6                   unless otherwise instructed by the court.

7                   13. FINAL DISPOSITION

8                   After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written  
9                   request by the Designating Party, each Receiving Party must return all Protected Material to the  
10                  Producing Party or destroy such material. As used in this subdivision, "all Protected Material"  
11                  includes all copies, abstracts, compilations, summaries, and any other format reproducing or  
12                  capturing any of the Protected Material. Whether the Protected Material is returned or destroyed,  
13                  the Receiving Party must submit a written certification to the Producing Party (and, if not the same  
14                  person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,  
15                  where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the  
16                  Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format  
17                  reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are  
18                  entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
19                  transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
20                  work product, and consultant and expert work product, even if such materials contain Protected  
21                  Material. Any such archival copies that contain or constitute Protected Material remain subject to  
22                  this Protective Order as set forth in Section 4 (DURATION).

23                  14. Any violation of this Order may be punished by any and all appropriate measures including,  
24                  without limitation, contempt proceedings and/or monetary sanctions.

25                  ///

26                  ///

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2

3 DATED 7/25/2024

4

5 Karen R. Dodge, Esq.

6 Karla M. Castro, Esq.

7 Attorneys for Plaintiff, AIDA MANUKIAN

8

9 DATED July 24, 2024

10

11 Eric Arevalo, Esq.

12 Marion Cruz, Esq.

13 Attorneys for Defendant, WOODWAY, USA, INC

14

15 DATED September 3, 2024

16 /s/ Jason Kirkpatrick

17 Jason Kirkpatrick, Esq.

18 Amanda A. Gharzeddine, Esq.

19 Attorneys for Defendant, BBC HOLDNGS/ BARRY'S BOOT CAMP

20

21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22

DATED 10/23/2024

23

Hon Maria A. Audero

~~Hon. Otis D. Wright, II~~

25

United States Magistrate Judge

26

for the Central District of California

27

28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [name] of \_\_\_\_\_  
4 \_\_\_\_\_, [address] declare under penalty of perjury that I have read in its entirety and  
5 understand the Stipulated Protective Order that was issued by the United States District Court for  
6 the Central District of California on \_\_\_\_\_ [date] in the case of Aida Manukian v.  
7 BBC Holdings dba Barry's Boot Camp, et al., Case No. 2-23-CV-09606-ODW-MAA. I agree to  
8 comply with and to be bound by all the terms of this Stipulated Protective Order and I understand  
9 and acknowledge that failure to so comply could expose me to sanctions and punishment in the  
10 nature of contempt/ I solemnly promise that I will not disclose in any manner and information or  
11 item that is subject to this Stipulated Protective Order to any person or entity except in strict  
12 compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the Central  
14 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even  
15 if such enforcement proceedings occur after termination of this action. I hereby appoint

16 \_\_\_\_\_ [name] of \_\_\_\_\_  
17 \_\_\_\_\_ [address] as my California agent for service of process in connection with  
18 this action or any proceedings related to enforcement of this Stipulated Protective Order.

19  
20 DATED \_\_\_\_\_

21 City and State where sworn and signed \_\_\_\_\_

22 Printed name: \_\_\_\_\_

23 Signature: \_\_\_\_\_

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